

To: Berger Law 6/6/22
Case # 22-50314 @
4:00pm

RE: HR, LLC Debtor

from: Manager MM, Miroyan

5 ~~6~~ pgs. w/ cover

Please be sure to file my 2 pg.
Declaration and my Promissory Note
attached.

FILED
JUN 07 2022
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

D. Miroyan
M. Miroyan

DECLARATION OF MICHAEL MIROYAN

I, Michael Miroyan, declare as follows:

1. I am the Managing Member for the Debtor Hawaiian Riverbend, LLC (the “Debtor”) in the herein bankruptcy.

2. I have personal knowledge of the facts set forth herein. If called as a witness herein, I could and would testify competently and truthfully as set forth herein.

3. I am Debtor's proposed Responsible Individual pursuant to Local

Bankruptcy Rule 4002-1. I have executed a \$10,000 Promissory Note to HA/Barker. I am the client of MR. BERGER, not Barker. I have interviewed two experienced real estate brokers, Jim Miller and Ray

4. I have interviewed two experienced real estate brokers, Jim Miller and Rex

Pippen, to help determine who I want to ask the Court to employ as real estate broker, to sell the Debtor's real property.

5. I have been advised by Michael Jay Berger that I must look for replacement bankruptcy counsel and I am acting as Designated Responsible Individual for the Debtor.

6. I believe the Debtor can reorganize through the sale of the real property and use of the equity to negotiate and pay the creditors of the estate. The Debtor owns a real property vacant lot in Hawaii which I estimate is worth approximately \$6,000,000. The Debtor owes approximately \$150,000 in property taxes and \$540,000 to the Kai Family Trust, lienholder on the property. The Debtor estimates the total equity in the real property is approximately \$5,310,000. Debtor has \$380,622.70 in general unsecured debt. Through the sale of the Debtor's real property, Debtor will be able to pay off all of its creditors and have a significant amount of money left over. Debtor just seeks an opportunity to effectuate the sale of the real property.

1 7. Allowing the Debtor to move forward in the Chapter 11 case is in the best
2 interest of the creditors of the estate as it would give the Debtor an opportunity to pay the
3 creditors off. Dismissal at this point would result in the immediate foreclosure of the
4 Debtor's real property, and none of the creditors would get paid, except the foreclosing
5 creditor.

7 I declare under penalty of perjury that the foregoing is true and correct and that
8 this declaration is executed on June 6, 2022 at Saratoga, California.

10 Michael Miroyan

11 I was unaware of Michael Berger's
12 withdrawal motion and I've never seen
13 it. It was done without notifying me.
14
15
16

17 How can I hire a supposedly good
18 law firm, pay \$25,000 cash on April 14, '22
19 and have these kind of problems?
20
21

22 Is someone sabotaging me? I've lost
23 my job and I own 100% of the membership
24 interests of A.R., LLC and it is a single asset
25 A&R real estate LLC with a single Manager
26 Member and owner, me. There's more I have
27 to say. Like the fraud by Kai Family Trust!
28
29 I sent this note attached at 3:45pm 6/6/22 to Berger

6/6/22 Michael Miroyan
at Miroyan

RESPONSE TO ORDER TO SHOW CAUSE RE DISMISSAL;

DECLARATIONS OF MICHAEL JAY BERGER AND MICHAEL MIROYAN IN SUPPORT THEREOF

LAW OFFICE

Pg. 2 of 2
9
Page 3 of 5

3 yr. Date: 4-14-22

#1 ATTACHMENT
M M MIRONIAN
DECLARATION

\$ 10,000 Promissory Note

4% annual
interest

For \$10,000 received
by me, Michael Mironian on
today's date, I promise to
pay back to Linda, Mr. Harold
Barker the full sum plus 4%
annual interest equaling \$400.00

I will pay back the \$10,000
in quarterly payments of interest
only or ~~interest~~ due + principal
pay back without any prepayment
fees so I can pay back any
amount of principle at any time.

Independent of late in
payments to Mr. Barker I will
incur a \$25.00 late fee.

Because time is of the essence
and because I'm borrowing this money
to pay an attorney for the filing of a
Chapter 11 Federal Bankruptcy, Mr.
Barker agrees to waive all
attorneys fees and costs on today's date
with the understanding that the
borrower of this will
Mironian is the borrower of this
and also will pay back these funds
and also will pay all payments to be made to Mr.
Barker. all payments to be made to Mr.
Barker

TRANSACTION'S TYPED NOTE

Date: 4-14-2022
3 Year \$10,000 Promissory Note
4% Annual Interest

For \$10,000 received by me, Michael Miroyan, on today's date, I promise to pay back to Lender, Mr Harold Barker, the full sum plus 4% annual interest equalling \$400 per year.

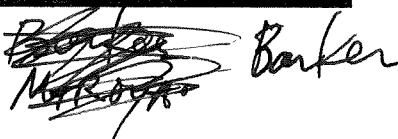
I will pay back the \$10,000 in quarterly payments of interest only or interest due plus principle payback without any prepayment fees so I can pay back any amount of principle at any time.

I understand if I am late in payment to Mr Harold Barker, I will incur a \$25 late fee.

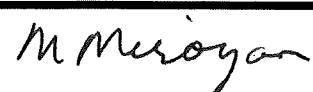
Because time is of the essence and because I'm borrowing this money to pay an attorney for the filing of a chapter 11 federal bankruptcy, Mr Harold Barker agrees to wire directly to the attorneys trust account on today's date with the understanding that Michael Miroyan is the borrower of the funds and also will pay back those funds.

We agree all payments to be made at 620 Vasona Ave, Los Gatos, CA 95032

X


Mr. Harold Barker

X


Michael Miroyan